

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA**

1. MARK KRUSE,)	
2. DONNETTA KRUSE,)	
)	
Plaintiffs,)	
)	
v.)	No. 15-cv-444-CVE-FHM
)	
1. TRAVELERS HOME AND MARINE)	
INSURANCE COMPANY, A Foreign)	
For Profit Insurance Corporation,)	
)	
Defendant.)	

COMPLAINT

A. Parties

1. Plaintiffs, Mark Kruse and Donnetta Kruse, are each citizens of the State of Oklahoma.

2. Defendant, Travelers Home and Marine Insurance Company, is a foreign for profit insurance corporation incorporated and organized under the laws of the State of Connecticut.

3. The principal place of business for Defendant, Travelers Home and Marine Insurance Company, is within the State of Connecticut.

4. The Defendant, Travelers Home and Marine Insurance Company, is licensed to conduct business in the State of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

5. This action is not related to any other case filed in this court.

B. Jurisdiction

6. The court has jurisdiction over this matter pursuant to 28 U.S.C. §1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

C. Facts

7. At all times material hereto, the Plaintiffs, Mark Kruse and Donnetta Kruse, owned a home located at 2704 S. Beech Avenue, in Broken Arrow, Oklahoma.

8. On or about August 14, 2013, Plaintiffs' home was damaged as the result of plumbing leaks and water damage.

9. At all times material hereto, the Plaintiffs, Mark Kruse and Donnetta Kruse, were insured under the terms and conditions of a homeowners insurance policy, policy No. OTX995-983738055-633, issued by the Defendant, Travelers Home and Marine Insurance Company.

10. At all times material hereto, Plaintiffs, Mark Kruse and Donnetta Kruse, complied with the terms and conditions of their insurance policy.

11. The Plaintiffs' water damages are covered perils not otherwise excluded pursuant to the terms and conditions of the policy issued by the Defendant.

D. Count I Breach of Contract

12. Plaintiffs, Mark Kruse and Donnetta Kruse, hereby assert, allege and incorporate paragraphs 1-11 herein.

13. The property insurance policy No. OTX995-983738055-633, issued by the Defendant, Travelers Home and Marine Insurance Company, was in effect on August 14, 2013.

14. The acts and omissions of the Defendant, Travelers Home and Marine Insurance Company, in the investigation, evaluation, and withholding of payment of Plaintiffs' claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought.

15. Defendant's breach of contract includes, but is not limited to, the failure to pay for covered damage to the Plaintiffs' home. Defendant wrongfully denied Plaintiffs' claim for water damages to their home without adequate investigation and despite the fact that said damages are covered under the terms and conditions of Plaintiffs' insurance policy. Defendant disregarded all facts, including obvious water damage, which indicated coverage under the terms and conditions of the Plaintiffs' insurance policy and improperly and unreasonably denied the claim. Defendant unreasonably delayed the issuance of claim payments which it knew were owed to Plaintiffs. Further, Defendant delayed claim payments owed for nearly six months, did an improper investigation, failed to provide additional living coverage, unreasonably interpreted Plaintiffs' insurance policy and closed Plaintiffs' claim

without a reasonable basis.

E. Count II Bad Faith

16. Plaintiffs, Mark Kruse and Donnetta Kruse, hereby assert, allege and incorporate paragraphs 1-15 herein.

17. The above mentioned acts and omissions of the Defendant, Travelers Home and Marine Insurance Company Travelers Home and Marine Insurance Company in the investigation, evaluation, delay and denial of payment of Plaintiffs' claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought.

18. Defendant's unreasonable, bad faith conduct includes, but is not limited to, a failure to pay for covered damages to Plaintiffs' home, failure to adequately and timely investigate the cause and origin of Plaintiffs' claim, delay of payment of the claim, and failure to cooperate and deal fairly with Plaintiffs in the investigation and evaluation of the Plaintiffs' claim. Defendant disregarded all facts, including obvious water damage, which indicated coverage under the terms and conditions of the Plaintiffs' insurance policy and improperly and unreasonably denied the claim. Had Defendant conducted a reasonable investigation and evaluation of Plaintiffs' claim, along with a thorough analysis of the Plaintiffs' applicable coverages, the Plaintiffs would have been indemnified for their covered loss pursuant to the terms and conditions of their insurance policy. Further, Defendant delayed claim payments

owed for nearly six months, did an improper investigation, failed to provide additional living coverage, unreasonably interpreted Plaintiffs' insurance policy and closed Plaintiffs' claim without a reasonable basis.

F. Count III Punitive Damages

19. Plaintiffs, Mark Kruse and Donnetta Kruse, hereby assert, allege and incorporate paragraphs 1-18 herein.

20. The unreasonable conduct of the Defendant, Travelers Home and Marine Insurance Company, in the handling of Plaintiffs' claim was intentional, willful, wanton, and was committed with a reckless disregard for the rights of the Plaintiffs for which punitive damages are hereby being sought.

G. Demand for Jury Trial

21. The Plaintiffs, Mark Kruse and Donnetta Kruse, hereby request that the matters set forth herein be determined by a jury of their peers.

H. Prayer

22. Having properly plead, Plaintiffs, Mark Kruse and Donnetta Kruse, hereby seek contractual, bad faith and punitive damages against the Defendant, Travelers Home and Marine Insurance Company, all in an amount in excess of \$75,000.00; including attorney fees, costs and interest.

Respectfully submitted,

S/ Michael D. McGrew

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